



## Cornell University ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **Keshequa Central School District and Keshequa Central Teachers Association (2005)**

Employer Name: **Keshequa Central School District**

Union: **Keshequa Central Teachers Association**

Local:

Effective Date: **07/01/05**

Expiration Date: **06/30/08**

PERB ID Number: **5406**

Unit Size: **102**

Number of Pages: **35**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

TA\5406

*Dominic*

3

AGREEMENT  
BY AND BETWEEN  
THE SUPERINTENDENT OF SCHOOLS  
OF  
KESHEQUA CENTRAL SCHOOL  
AND THE  
KESHEQUA CENTRAL TEACHERS' ASSOCIATION

JULY 1, 2005 THROUGH JUNE 30, 2008

**RECEIVED**

DEC 15 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

**PREAMBLE**

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Keshequa Central Board of Education (hereinafter referred to as the "Board") and its professional employees represented by the Keshequa Central Teachers' Association (hereinafter referred to as the "Association").

THIS AGREEMENT IS MADE AND ENTERED INTO ON THE SIGNATURE DATES SHOWN BELOW BY AND BETWEEN THE BOARD OF EDUCATION AND THE ASSOCIATION.

**ARTICLE I****RECOGNITION**

The Keshequa Central Teachers' Association, NEANY/NEA, has been certified as the exclusive negotiation representative of the teachers in a unit of all professional and certified personnel excluding the Superintendent, Director of Curriculum and Instruction K-12, Elementary Principal, Secondary Principal, Middle School Principal, Business Administrator, Director of Special Education, and Director of Physical Education, Athletics, and Activities, per diem substitutes, Long-Term substitutes, and Teaching Assistants. Such recognition shall extend in accordance with the terms of the Taylor Law and during such time the District will not negotiate with any other teacher organization or unit member except as may be provided in this agreement.

**ARTICLE II****NEGOTIATION PROCEDURES**

Not later than January 10<sup>th</sup> of the year this agreement expires, the parties will enter into good faith negotiations over a successor agreement. No member of the negotiating unit shall experience any professional or personal disadvantage by reasons of participating in negotiations. The parties agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

**ARTICLE III****DUES DEDUCTION**

- A. The Board agrees to deduct from the salaries of its employees, dues for the Keshequa Central Teachers' Association, New York Education Association, National Education Association, Genesee Valley Teachers' Association or any one or any combination of such associations as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations.
- B. Each of the associations named in Section A above shall be certified to the Board by the Association Treasurer in writing the current date of each membership dues. Any change of rate of membership dues shall be given to the Board thirty (30) day prior to the effective date of the change.
- C. Deduction procedure. The total annual membership dues for each of those designated professional associations, certified as mentioned above, shall be deducted in twenty equal payments starting with the first pay day in September.

- D. Dues. Designation and payroll deduction authorization cards shall be forwarded to the Business office by new members by June 15 by members who wish to make a change from the previous year. The Board shall send one check following the final payday each month to the designated official of the K.C.T.A. Such payments shall begin in the month of September. This option will be made available to new hires upon their employment in the District.
- E. Credit Union. The District will process payroll deduction authorizations for teacher participants in the Genesee Valley Teachers Association Federal Credit Union and direct deposit to Wyoming County Bank and M&T in accordance with legal requirements where applicable.

#### ARTICLE IV

#### GRIEVANCE PROCEDURE

##### A. Declaration of Purpose

Whereas, the establishment and maintenance of harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers or Board through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

##### B. Definitions

1. A grievance is a claim by an aggrieved party based upon any event or condition affecting their welfare and/or terms and conditions of employment, including, but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this agreement, policies, rules, by-laws, regulations, directions, orders, procedures, practices or customs of the Board and administration or negotiating unit.
2. "School Days" are days that the business office is open, but excluding holidays, Thanksgiving, winter, mid-winter, and spring break.
3. The term supervisor shall mean any department chairman, principal, assistant principal, immediate supervisor, or other administration or supervisory officer responsible for the area in which alleged grievance arises except for the Superintendent.
4. Association shall mean Keshequa Central Teachers' Association.
5. Aggrieved party shall mean any person or group of persons in the unit of representation or Board filing a grievance.
6. The Board shall mean the Board of Education of the school district.

7. The Grievance Committee is the committee created and constituted by the Keshequa Central Teachers' Association.

C. Procedure

1. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration, by the Association, or any member thereof against the aggrieved party, any party of interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participants therein.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Step I – Informal: The aggrieved party will first take the matter up in writing or verbally with his or her immediate supervisor. The aggrieved party may be accompanied by a designee of the Association. All grievances must be initiated at Step I Informal within thirty (30) school days of the occurrence of the action or the time the aggrieved party first had knowledge of the action.

Step II – Formal: If the grievance is not resolved informally within twenty (20) school days of the informal presentation, the aggrieved party may take the grievance to the Associations' Grievance Committee. The Associations' Grievance Committee may reduce the grievance to writing and present it to the Superintendent of Schools within thirty (30) school days of informal presentation. If the aggrieved party does not comply with the time limit prescribed, the grievance will become null and void. The above informal and formal step deadlines, may be extended by mutual consent of the Associations' Grievance Committee and the Superintendent of Schools.

Step III – Binding Arbitration:

- a. If the grievance is not resolved by the Superintendent of Schools within ten (10) school days of its presentation, the Association may, if it determines the grievance meritorious, within the next ten (10) school days so indicate in writing to the Superintendent of Schools. Then the grievance will be submitted to binding arbitration. If the Association does not comply with the time limit prescribed, the grievance will become null and void. The ten (10) school day period may be extended by mutual consent by the Association and the Superintendent of Schools.
- b. The arbitrator may be selected by mutual agreement of the parties. Failing mutual agreement, the American Arbitration Association rules and procedures will be followed.
- c. The arbitrator will have no power or authority to add to, subtract from, or modify any of the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- d. The arbitrator's decision will be final and binding upon all parties.
- e. One-half of the fees and expenses of the arbitrator will be paid by the District and one-half by the Association.

ARTICLE V**BENEFITS**

- A. **SICK DAYS:** All full time and regularly employed part-time teachers in the Keshequa Central School shall be allowed ten(10) days absence due to personal illness each year without deduction from salary. Any portion of this 10-day allowance unused during a school year shall be credited to a Sick Leave Emergency Reserve. The maximum leave which can be accumulated in this individual's reserve shall be 225 days.
1. Upon request of the Superintendent, when an individual returns from absence of more than five (5) consecutive days, such individual must supply written verification that they have seen a Health Care Professional.
  2. All full-time and regularly employed part-time teachers that use zero (0) Sick Leave Days will receive the following:
    - a. The District will credit the individual's Sick Leave Emergency Reserve with two (2) days, or
    - b. A tenured teacher will receive \$400.00 to be paid the next September after the year in which no sick leave days were used.
- B. Notification of absence for any cause shall be made to the administration or district's designee as soon as possible. All full-time and regularly employed part-time teachers shall receive written updates on the number of Sick Leave, Family Leave, and Personal Leave Days left at the teacher's request provided forty-eight hours (48) notice is given to the appropriate building secretary.
- C. Sick Leave and accumulated Sick Leave Emergency Reserve will be canceled upon termination of employment except when the employment is terminated by illness or extended leave of absence, or as otherwise provided for in this agreement.
- D. In case the total number of days is in excess of those allowed under (A) or (B) above for non-approved leave other than illness, the Board of Education is to pay a substitute and deduct the number of days absent from such a teacher's pay. Daily deductions are  $1/200^{\text{th}}$  of annual salary for teachers on a 10 month,  $1/220^{\text{th}}$  for 11 month, and  $1/240^{\text{th}}$  for those on a 12 month assignment.
- E. If an individual dies while employed with the school district, their estate and/or spouse will receive \$50 per day x the number of sick days accumulated with a maximum of 100 days or \$5000.
- F. **Unused Sick Leave at Retirement**
1. Any individual who has, at retirement, a minimum of twenty-four years of service in the Keshequa Central School District and who has accumulated more than One Hundred and Fifty (150) days in their Individual Sick Leave Emergency Reserve will receive \$50 for each day over 150.
  2. **Retirement Benefit**  
Any individual who has a minimum of twenty-four years of service in the Keshequa Central School District shall be eligible to select "a" or "b". (The retiree may choose the health insurance plan in retirement that he or she was using on the last day of active service, or he or she may choose a less expensive District-offered plan)

- a. \$10,000 and single health insurance until age 65 at the percentage district premium contribution determined below, or
- b. \$5,000 and two-person health insurance until age 65 at the percentage district premium contribution determined below.

<u>Accumulated Sick Days</u>	<u>% of Premium</u>
115+	90
95-114	85
85-94	80
75-84	75
65-74	70
55-64	65
45-54	60
35-44	55
0-34	50

3. Preliminary notification of intent to retire must be given to the Superintendent by December 15. Final Notification of retirement must be made in writing to the Superintendent by March 1. This letter of resignation/retirement will be effective June 30. The \$10,000 (corresponding to a paragraph "a" selection) or the \$5,000 (corresponding to a paragraph "b" selection) will be paid in one lump sum by December 31<sup>st</sup> of the calendar year of retirement.
4. If an individual dies before June 30<sup>th</sup> after giving final notification to retire March 1, the spouse or the estate of the individual will receive the individual's retirement benefit.

#### G. Longevity Remuneration

1. Any unit member with 10 years or more of service in the District who leaves the District shall be given a lump sum payment upon leaving the District. This amount shall be determined by multiplying the individual's accumulated sick leave days by \$25. This option may not be taken in conjunction with Letter E or F above.
2. Teachers dismissed by the District under Section 3020-a shall not be eligible for longevity remuneration.

#### H. Retirement Incentive

1. Any individual who has a minimum of twenty-four year of service in the Keshequa Central School District, who chooses to retire when first eligible to retire and collect benefits, without penalty, according to the New York State Teachers' Retirement System, is eligible for the following incentive and may select a, b, or c:
  - a. \$40,000 and single health insurance
  - b. \$30,000 and two-person health insurance
  - c. \$50,000 and no health insurance

All insurances will be paid based on the scale in Section F above.

2. Teachers retiring on disability are excluded from the Retirement Incentive F. In the event of the death of a teacher prior to retirement, the Retirement Incentive is excluded unless as provided per Section F as stated above.

#### ARTICLE VI

##### **ILLNESS IN IMMEDIATE FAMILY**

- A. Five (5) days of absence with full pay shall be allowed in the event of illness or death in the immediate family. This time shall not be cumulative nor shall it be taken from the Sick Leave Emergency Reserve allowance. Immediate family is here defined as meaning wife, husband, children, brothers and sisters, parents, parents of wife or husband, and grandparents. Attendance at funerals for more distant relatives may be allowed under the terms of family emergency, but deducted from accumulated sick leave.
- B. In the event that all family days have been used, absence with full pay will be allowed and time will be deducted from Sick Leave time.
- C. Family leave time may be taken at a minimum of one-half day.

#### ARTICLE VII

##### **PERSONAL LEAVE**

Three (3) days absence shall be allowed per year for personal business. Unused personal business days will be accumulated to a total of five (5). Unused personal business days over five (5) will be transferred to sick leave reserve. All requests for personal time must be made to the Superintendent. Twenty-four hour notice is required. If an individual is going to use a personal day prior to Thanksgiving, Christmas, or Easter, then three weeks notice is required. Only ten individuals will be permitted to take personal time prior to these vacations. The ten will be chosen on a first come, first serve basis. If the District cannot secure enough substitutes on a day prior to Thanksgiving, Christmas, or Easter, then other professional staff (including teachers) will be required to assist the administration in covering classroom responsibilities, without compensation of any kind, including vouchers.

##### **SICK LEAVE BANK**

- A. The purpose of the Sick Leave Bank is to provide additional benefit to its members in the event of serious, extended illness, accident or catastrophic injury.
  1. To gain membership, teachers must be willing to contribute two (2) days. Membership is open on an annual basis between September 1<sup>st</sup> and October 15<sup>th</sup>, or during the first forty-five (45) days of employment in the District. Only Sick Leave Bank Members may apply for withdrawal of days from the Sick Leave Bank.
  2. Current members of the Sick Leave Bank may voluntarily contribute Days to the bank during the following two (2) periods of time:

September 1<sup>st</sup> to October 15<sup>th</sup> or  
May 15<sup>th</sup> to June 15<sup>th</sup>



3. The Sick Leave Bank may accumulate up to six hundred (600) days. All days contributed over six hundred (600) will be returned to the District.

B. Guidelines for Withdrawal

1. There will be a Sick Leave Bank Committee comprised of four (4) members. The composition of the Committee shall be as follows: three (3) members representing the Association and one (1) member representing the Districts' Administration team. The President of the Association and the District Administrator shall designate annually who will serve on the Sick Bank Leave Committee. Then, the committee members shall choose a chairperson who will serve in that capacity, unless re-elected, for no longer than one (1) year.
2. All applications for withdrawal of days from the Bank will be made on the Sick Leave Bank application form and submitted to the Sick Leave Bank Committee for their consideration. Only fully completed applications will be considered. A copy of the application form can be found in Appendix C of the collective bargaining agreement.
3. An applicant may request up to thirty (30) days at one time. The applicant may request additional days by completing the application form referenced in B. 2 above.
4. Each request for days will be reviewed on its own merits.
5. "Bank" Days will become available twenty (20) days after the expiration of the applicant's own sick days if the applicant has less than forty (40) days in their individual sick leave emergency reserve. For applicants with less than forty (40) days in their individual sick leave emergency reserve, the waiting period will be reduced by one (1) day for each two (2) days of the applicants own sick days used. The "bank" days will become available immediately for applicants who have used forty (40) days of their own sick leave time. (See examples in Appendix D).

C. Miscellaneous Items:

1. The Sick Leave Committee Chairperson shall be responsible for coordinating all transactions of Bank Days with the District's designated representative.
2. Members who have achieved the maximum number of days allowed by the collective bargaining agreement in their individual sick leave emergency reserve may contribute up to ten (10) days to the sick leave bank during either of the designated donation periods.
3. A retiring member may apply up to ten (10) of their won contributed Bank days to retirement incentives, provided the member has not used any days from the bank.
4. If the Banks accumulated days fall below two-hundred and fifty (250), the Association and the District agree to open a forty-five (45) day window period for voluntary contributions from its memberships.

5. New members may join the Bank even if the total days are at six hundred (600) by returning two (2) membership days to the District and submitting the proper application request to the Sick Leave Bank Committee Chairperson.
6. Once a member becomes eligible for disability retirement, only one application for days will be considered.
7. This agreement may be altered by mutual agreement between the District and the Association.

**D. Time Frame:**

1. Once the completed application is received by the Sick Leave Bank Committee Chairperson, the Sick Bank Committee has five (5) business days to meet and vote.
2. In the event of a tie, the Sick Leave Bank Committee has ten (10) business days to choose and agree upon a neutral person to break the tie. In the event that a fifth, neutral, person can not be secured or agreed upon within the ten (10) days, the vote is forfeited and the unit member will be awarded the judgment in their favor.
3. All decisions of the Sick Leave Bank Committee are final and not subject to further consideration, review, appeal, or arbitration.

**ARTICLE VIII**

**EXTENDED LEAVES OF ABSENCE**

**A. Professional or Pro Bono Publico**

The Board may grant a leave of absence for one year without pay to a teacher who has completed three successive years of full-time service in Keshequa for the purpose of temporary employment in public service or in activities of social significance which will result in professional growth. Such teacher shall be entitled to return to a position in the Keshequa Central School system comparable to the one held prior to going on leave and shall not, in the event that that right is exercised, lose any accrued benefits and shall be placed on the salary schedule no lower than the level that would have been achieved if the teacher had not been absent.

**B. Peace Corps, VISTA, Teacher Corps**

A leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps, VISTA, Teacher Corps, or who serves as an exchange teacher and/or an overseas teacher on a full-time basis. Such teacher shall be entitled to return to a position in the Keshequa Central School system comparable to the one held prior to going on leave and shall not, in the event that that right is exercised, lose any accrued benefits and shall be placed on the salary schedule at the level not lower than would have been achieved if the teacher had not been absent.

### C. Military Leave

Military Leave will be granted to any teacher who is inducted into or enlists in any branch of the armed forces of the United States. Such teacher shall be entitled to return to a position in the Keshequa Central School system comparable to the one held prior to going on leave and shall not, in the event that such individual exercised his right to return at the end of such leave, lose any accrued benefits and shall be placed on the salary schedule at the level not lower than would have been achieved if the teacher had not been absent. Probationary teachers shall continue probation status on return.

### D. Sabbatical Leave

In the interest of rewarding professional performance and encouraging independent research, achievement and professional growth, the Board shall agree to the following policies in respect to granting sabbatical leaves, a half-year at full pay or a full year at half pay to teachers who have served the District for seven or more years.

1. No more than two (2) percent of the teaching staff will be granted a sabbatical leave at any one time.
2. Any teacher who desires to apply for sabbatical leave shall make such application on a form prescribed by the board and shall submit such application to the Superintendent by March 1<sup>st</sup> immediately prior to the beginning of the school year during which the leave is sought. Notification of the Board's decision shall be given to the applicants by May 15<sup>th</sup>.
3. The application shall include the purpose of sabbatical leave and the way in which it will benefit the school district.
4. In passing on applications for sabbatical leave, the Superintendent and the Board will apply the following criteria: years of service in the District, type of research, study, travel or other activities planned, educational value of such research or study to professional growth of applicant, value/benefit to Keshequa Central School students and urgency of proposed research or study.
5. Applications which are denied by reason of the two (2) percent maximum prescribed above all shall be given preference if re-submitted the following year.
6. A teacher who is on sabbatical leave may engage in remunerative activities provided that they are related to work and will facilitate accomplishment of the purpose for which the leave was granted.
7. A teacher who is on sabbatical leave shall not lose any emoluments of value which accrue to teachers who are not on sabbatical leave.
8. Applicants must return to the service of the Board of Education for three (3) years after the expiration of such leave or in case of resignation within three (3) years to refund the Board of such proportions of the salary paid during the leave of absence as the unexpired portion of the three (3) years shall bear to said period.

**E. Child Care Leave**

1. An individual may apply for sick leave and/or child care leave without pay. A written request for sick leave and/or child care leave shall be submitted to the Superintendent at least two months before the beginning of the leave. The request shall include the anticipated date of birth of the child, the type of leave requested, and the dates of the leave.
2. A unit member who wishes to use sick leave for the period of disability attributable to her pregnancy may apply them no earlier than the date which her physician certifies as when she is no longer physically able to perform her assigned duties, and no later than the date which her physician certifies as when she becomes physically able to resume her assigned duties.
3. A childcare leave shall not be granted to extend beyond the end of the second full semester from the date such leave begins. Return to service must be at the beginning of a school semester. In emergency situations, this clause could be waived.
4. The unit member must notify the Superintendent in writing no later than November 1 in the fall semester or March 1 in the spring semester of his/her intention to return to the service at the beginning of the next semester. Unless an extension of the child care leave is requested and granted, the unit member must return to service at the beginning of the semester after expiration of the leave, or the Board shall terminate his/her services.
5. A unit member who adopts a child shall receive, upon request, a leave of absence without pay. Return to employment shall be governed by paragraphs 3 and 4.

All provisions of this contract will be read consistently with the FMLA. The FMLA will allow the District to substitute paid leave at the District's discretion.

**ARTICLE IX****LEAVE FOR JURY DUTY**

Teachers will be entitled to absences with pay each school year for the time necessary for the performance of jury duty or because the teacher has been subpoenaed in a legal matter in which the teacher is not personally involved.

**ARTICLE X****HEALTH INSURANCE**

- A. The Board shall provide Blue Cross and Blue Shield Health Insurance, including Blue Million and Blue Cross/Blue Shield Smile Save Dental Plan Option 4 and all provisions in effect as of July 1, 1994 for all unit members who desire it. The Board shall provide Blue Cross/Blue Shield Health Insurance Coverage, including Blue Million and all provisions for all unit members who desire it for the duration of this agreement.

**B. Prescription Plan**

The Health Care Plans offered by the District will include a \$5/\$15/\$30 prescription drug rider.

---

### C. Contributions by Employees

Employees shall contribute:

1. ALL EMPLOYEES HIRED AFTER JULY 1, 2002: All employees hired after July 1, 2002 will contribute 15% of the cost of the plan they choose.
2. EMPLOYEES HIRED BEFORE JULY 1, 2002 WHO CHOOSE BLUE MILLION: 13%
3. EMPLOYEES HIRED BEFORE JULY 1, 2002 WHO CHOOSE BLUE POINT: 10%
4. Employees who wish to continue with the \$5 prescription rider will pay the difference between the cost of the \$5 prescription rider and the \$5/\$15/\$30 prescription rider.
5. Employees do not have to contribute for dental coverage.

### D. In Lieu of Coverage

An eligible member who declines insurance coverage will receive a lump sum payment of \$1500.00 (family) and \$1000.00 (single) by December 31<sup>st</sup> of each school year. The employee declination will extend for 12 months. If an individual needs to resume coverage prior to the conclusion of the twelve-month declination period, they must reimburse the District for the full amount they received. This will be considered a change of status based upon applicable health insurance protocol, i.e. divorce.

- E. The association agrees to look at offering a menu of health care options to lower health insurance costs. Any and all changes to the present health insurance plan must be mutually agreeable to both parties.

## ARTICLE XI

### TEACHING CONDITIONS

#### A. Class Size

The following figures are realistic maximums under the stated types of classes. Classes with students in excess of these maximums shall be temporary and are subject to the following terms:

1. The teacher must approve the assignment.
  2. The District must approve the assignment.
  3. The K.C.T.A. President must be notified of such an assignment prior to September 1.
  4. The assignment must be evaluated and re-approved on an annual basis.
  5. If any party (1 or 2 above) does not approve of the assignment, then the assignment is void and must be changed.
-

## MAXIMUMS:

Grades K-3	23
Grades 4 – 5	25
Middle School (6 <sup>th</sup> , 7 <sup>th</sup> , 8 <sup>th</sup> )	27
High School	27
Study Halls	45

## B. Teaching Hours and Load

1. The Board may require teachers to report for duty at 8:00 a.m. and to remain until 3:30 p.m., except on Fridays and days previous to holidays when teachers are excused following student dismissal. (eliminate sentence –Teachers are excused, pending completion of professional obligations) The administration has the authorization to move up or extend the present starting and ending school day by fifteen minutes. When it is mutually agreed upon between the individual teacher and the appropriate administrator, the above time schedule may be altered to allow for early or late arrival or departure, depending on District needs. For example, a teacher might arrive at 9:00 a.m. and leave at 4:30 p.m., or a participating teacher might arrive at 7:30 a.m. and leave at 3:00 p.m. If the teaching day were altered by mutual agreement so that the normal seven and on half (7 ½) hour period was extended by mutual consent, then the teacher would be compensated based on a pro-rated time basis. Non-participation as described above will not be a consideration nor component of any job or performance evaluation and as such, shall not be consideration for granting tenure.
2. Teachers shall have a duty-free lunch period of at least thirty (30) minutes each day.
3. Middle school and High School teachers shall not be assigned more than six (6) student supervision periods of forty-three minutes each in any given school day.
4. Each elementary teacher, grades K – 5, shall have a minimum of one-hundred fifty (150) minutes duty free, including meeting-free, time to be used as preparation on a weekly basis, and not less than thirty (30) continuous minutes on a daily basis, to occur during the normal day for students. It is understood that in cases of emergency and temporary scheduling difficulties, deviations from this provision may occur. Special teachers shall have a minimum of one-hundred fifty (150) minutes of duty-free, including meeting-free, time per week to be used for preparation.
5. In the event that an additional course offering must be made:
  - a. The District will make reasonable efforts to secure certified part-time people to teach the new course.
  - b. An existing teacher may volunteer to exceed the normal equivalent six (6) supervisory period days.
  - c. The Association and the District must mutually agree to this arrangement.
  - d. The teacher will be compensated based on a pro-rated percentage of current salary.

- e. This position will exist for a maximum of one school year. However, a unit member may agree to teach for an additional year if mutually agreed to in writing by the teacher and the district.
- 6. Teaching staff may be assigned to work hours that vary from Article XI, Letter B, #1. This assignment may require modifying lunch or preparation time. This assignment may only be made if all of the following conditions are met:
  - a. The teacher must approve the assignment.
  - b. The District must approve the assignment.
  - c. The K.C.T.A. must approve the assignment of current employees.
  - d. The assignment must be evaluated and re-approved on an annual basis.
  - e. If any party (a, b, or c above) does not approve of the assignment, then the assignment is void and must meet the terms of Article XI, Letter B, #1.

#### C. Supplies

- 1. Instructional equipment should be purchased with the knowledge and approval of the teachers involved. Each teacher shall be informed as to whether the requested items have been ordered.
- 2. Teachers may purchase supplies for special projects provided they have allowed for such purchases in their budget. Approval by the appropriate building principal must be given before such purchases.

#### D. Rooms

- 1. It is desirable that teachers should meet their classes in a single, designated classroom, and should not have classes scheduled in other rooms.
- 2. Special professional personnel should have an appropriate room and other facilities which permit effective discharge of their responsibilities to their pupils.

#### E. Freedom from Non-Professional Tasks

The Board and the Association agree that a teacher's primary responsibility is to teach and that the teacher's energies should be utilized to that end. Accordingly, they stipulate as follows:

- 1. Assigned student supervisory duties outside of the classroom shall be considered as part of the teacher's load.
- 2. Teachers shall not be required to perform clerical functions such as recording grades on permanent records. The District will provide reasonable duplicating services.

3. Teachers shall not be required to perform ministerial functions such as the collection of picture money.
4. Teachers shall not be required to drive pupils to activities which occur away from school premises provided, however, that a teacher may drive pupils to such activities with the approval of the principal or immediate supervisor if they have the appropriate driving certification.
5. Teachers may be held responsible for the preparation of materials for classroom use. Where teachers are given such responsibility and it is excessive, they will be provided with sufficient service so that such materials are prepared expeditiously.

## ARTICLE XII

### TRANSFERS

#### A. Voluntary Transfers

1. Vacancies will be posted and dated on respective office bulletin boards, as they become officially known.
2. Teachers who desire to apply for such vacancy shall file a written statement of such desire with the administrator or designated person within five (5) school days after the posting. Such requests shall include the grade and/or the school building or buildings to which the teacher desires to be transferred. Where such requests contain multiple choice, the grades, subjects, or schools shall be listed in order of preference. Notification of disposition of such requests shall be given to the applicant within two (2) days following the second regular Board meeting.
3. Teachers newly hired for work at the start of the next year shall not be assigned until all pending requests from members of the incumbent professional staff have been acted upon.
4. Not later than August 1<sup>st</sup>, the administration shall cause to be prepared a schedule or other appropriate presentation of system-wide data including all new positions for the coming year, vacancies and existing positions filled for the coming year, the names of persons reassigned, transferred or newly appointed and the positions they have been given. Such schedule or presentation shall be made available for inspection by the Association, by teachers who have filed applications for assignment or transfer, and by any other teacher who may request an inspection.
5. The following principles shall be applied in the reassignment or transfer of teachers:
  - a. instructional requirements
  - b. staff availability
  - c. individual qualifications
  - d. the convenience and wishes of the teacher applicant



6. Where the foregoing factors are substantially equal, preference in assignment or transfer shall be given to the incumbent applicant with the greatest seniority as defined in this agreement.

#### B. Involuntary Transfers

1. When involuntary transfers are necessary, a teacher's area of competence, minor and/or major fields of study, quality of teaching performance, and seniority as defined in this agreement will be considered, together with instructional requirements and staff availability, in determining which teacher is to be transferred.
2. An involuntary transfer will be made only after a meeting between the administration and the teacher who will be notified of the reasons for the proposed transfer.
3. Teachers who are involuntarily transferred will be transferred only to a comparable position.
4. No teacher who is transferred shall, by reason thereof, lose their tenure status or be deprived of any other professional advantage.

### ARTICLE XIII

#### TEACHER PROTECTION

##### A. Assistance in Assault Cases

1. Principals and teachers shall be required to report any cases of assaults on teachers in connection with their employment to the Superintendent. The Superintendent shall acknowledge receipt of such report and shall report this information to the Board.
2. The Superintendent or Board legal counsel shall inform the teacher as soon as possible of their rights under the law and provide such information in a written document.
3. The Superintendent or Board legal counsel shall notify the teacher of their readiness to assist as follows:
  - a. By obtaining from the police and/or from the principal relevant information concerning the alleged offender; and
  - b. By acting in other appropriate ways as liaison between teacher, police, and the courts.

##### B. Legal Counsel

The Board agrees to provide legal counsel to teachers in any action arising out of any disciplinary action taken against any pupil of the school district while in the discharge of duties within the scope of his employment. The teacher must, however, within ten (10) days of service of a summons, complaint, or other legal paper deliver the original or a copy thereof to the Board.

---

### C. Leave Time

Absence as a result of an established assault (as determined by legal process) by a student on a teacher will not be deducted from the teacher's personal leave time.

## ARTICLE XIV

### TEACHER EVALUATION

#### A. Type and Number of Evaluations:

1. During the first five weeks of school all new teachers will be informally observed at least two times by the administration. These informal observations will be for help and not for formal evaluation of the teacher.
  2. Formal Evaluation
    - a. Each first year teacher will be observed at least four (4) times per year.
    - b. Each non-tenured teacher in their second and third year will be observed at least two times per year.
    - c. Each tenured teacher will be observed at least one time per year.
    - d. All informal and formal observations may be announced or unannounced.
    - e. All observations should be at least one full period in length (when applicable) and followed up with a post conference as soon as possible.
- B. Written supervisory reports along with sincere attempt at in-service correction of teaching faults shall be on file with the administrator and available to the teacher.
- C. All monitoring or observation of the work performance of a teacher for the purpose of evaluation will be conducted openly and with full knowledge of the teacher.
- D. Teachers will have the right, upon request, to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany the individual during such review.
- F. No material derogatory to a teacher's conduct, service, character, or personality will be placed in their personnel file unless the teacher has had the opportunity to review the material. The teacher will acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his answer shall be reviewed by the Administrator and attached to the file copy.
- G. Any significant complaints regarding a teacher to any member of the administration by any parent, student or other person will be brought to the attention of the teacher within forty-eight (48) business hours. The complaint will be conveyed either in person or by registered mail.

- H. The Association recognizes the authority and responsibility of the Administrator for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded by a member of the administration above the level of the principal, however, he will be entitled to have a representative of the Association present.
- I. No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action, including adverse evaluation of teacher performance or a violation of professional ethics asserted by the Board or an agent thereof, shall be subject to the grievance procedure set forth in this agreement.
- J. If a committee with equal administrative and teacher representation approves amendments, additions, or deletions to the current APPR, or if such a committee approves an entirely new APPR, such changes shall be deemed approved by the KCTA's bargaining representatives in satisfaction of all bargaining obligations under the Taylor Law.
- K. The APPR shall be incorporated by reference as a part of the KCTA contract, but with the understanding that so doing shall not have the effect of converting any nonmandatory subject of bargaining into a mandatory subject of bargaining.

#### ARTICLE XV

##### **LAYOFF AND RECALL**

- A. Seniority will be determined by New York State Law(s) and applicable Commissioner of Education decisions.
  - B. If there is to be a reduction in the number of teachers employed by the District, the following procedures and requirements will apply:
    - 1. The Association will be notified, in writing, prior to any action by the District that layoffs are being considered and the number of teacher to be laid off. This notice shall be as far in advance as possible.
    - 2. The reduction in force will be accomplished through attrition to the extent possible.
    - 3. In the event that it is impossible to affect any or all the reduction in force by attrition, then the District shall utilize seniority, as defined in Section A above, as the basis for layoffs in accordance with the requirements of Education Law.
    - 4. The District will make every reasonable effort to place the laid off teacher in another teaching position within the District for which the teacher is certified, consistent with tenure rights of other District teachers.
    - 5. Upon completion of the procedures outlined in "4" above, layoffs may occur.
    - 6. Any teacher so laid off shall be given preference for substitute teaching for the next school year.
    - 7. Recall shall occur in accordance with Education Law by seniority as defined herein.
-

8. For a period of three months after the effective date of layoff, the District shall continue the laid off teacher as a member of the Blue Cross/Blue Shield plan and shall continue to pay the District's share of health insurance plans as provided for in this contract. Thereafter, the laid off teacher shall be allowed to continue as a member of the health plan, but at their own cost for as long as the teacher remains on the preferred eligibility list, as specified in Section 2510 of Education Law. A teacher's eligibility for benefits hereunder shall cease on the commencement of other employment with medical benefits. A teacher eligible hereunder shall submit, along with the premium payment, a statement that the individual is not employed and is not covered by another health plan.

#### ARTICLE XVI

#### PROFESSIONAL DEVELOPMENT

##### A. Staff Development

All professional staff members will complete a minimum of five (5) hours of staff development each year excluding Superintendent's Conference Days conducted by the District.

##### B. Conferences

Attendance at professional conferences and workshops or other professional meetings must have prior approval of the Superintendent. It shall be the Superintendent's responsibility to make recommendations to the Board for attendance of faculty members to such meetings. The following points will be considered in making these recommendations:

1. location of meetings
2. type of meeting
3. day or days of meetings
4. availability of substitutes
5. number of requests within a department
6. budget allocations
7. means of travel

The Board shall reimburse expenses of approved meetings. Teachers who are designated to attend conferences of the NEA/NY shall be granted leave without pay as is necessary to discharge their obligations.

**ARTICLE XVII****RIGHTS OF TEACHERS**

- A. There shall be no discrimination against teachers on the basis of race, nationality, sex, or marital status.
- B. Each teacher shall have the right, upon request and appointment, to review the contents of their own personnel file as maintained by the District except reference information supplied by former employees or by other sources.
- C. No restrictions, other than that of good judgment, is placed upon the freedom of teachers to use their own time for gainful employment insofar as it does not interfere with satisfactory performance of their school duties.

**ARTICLE XVIII****GENERAL EMPLOYMENT PROVISIONS****A. Terms of Employment**

All teachers covered by this agreement shall be engaged on a school calendar basis or other time requirements as specified in their contracts.

**B. Early Termination**

Teachers whose services are terminated before one pay period has passed shall be paid 1/200<sup>th</sup> of their annual salary for each full day worked.

**C. Resignations and Terminations**

- 1. The service of a teacher on tenure may be terminated only in accordance with Education Law.
- 2. In the event that a teacher does not intend to sign a contract for the coming year, notification of such decision shall be given to the Superintendent by March 10<sup>th</sup> or as soon as it is known after March 10<sup>th</sup>.
- 3. In the event that a teacher is not going to be rehired the following year, the teacher should be notified of such decision by March 10<sup>th</sup>, or as soon as it is known after March 10<sup>th</sup>.

**ARTICLE XIX****GENERAL SALARY PROVISIONS****A. Salary Payments**

- 1. Salary deductions, if any, are made in accordance with the teacher's attendance as per this agreement.

2. Teachers should examine their checks carefully and report, at once, errors to the Payroll Clerk.
3. Teachers new to the system and teachers whose withholding status has changed since the preceding year must file, with the Payroll Clerk, a W-4 Form, Employee's Exemption Certificate, and a Social Security number at the opening of school and whenever such status changes.
4. All expenses incurred must be approved in advance by the Superintendent. Within one week, the individual will be notified of the Superintendent's decision.

#### B. Salary Credits

Upon the recommendation of the Superintendent and with the approval of the Board, credit for the following may be granted to an applicant:

1. teaching experience
2. honorable military service
3. related vocational experience

#### C. Service Step

One service step must be granted for each year of service at Keshequa Central School. Any teacher who has served the District for a total of six (6) complete months of service shall be granted advancement to the next step on the salary agreement during the following year of teaching.

#### D. Graduate Credit

Teachers who undertake graduate courses on the recommendation and approval of the Board shall be compensated as follows:

1. Employees hired before July 1, 1996 will be awarded graduate credit at the rate of \$40 per semester hour beyond the Bachelor's Degree.
2. Employees hired after July 1, 1996, will receive tuition reimbursement on the SUNY scale, upon successful completion of the course. Only courses taken to complete a Master's Degree will be reimbursed. Upon completion of the Master's Degree the individual will receive the annual stipend for a Master's Degree in accordance with #4 below. An individual may not be reimbursed for more than eighteen (18) graduate hours in any school year. Courses must receive the prior approval of the Superintendent. Each individual must give notice to the Central Office by March 1 of the preceding year of the number of courses that they will be enrolling in for the next school year commencing July 1 and ending June 30.
3. Any individual with a Master's Degree who is hired after July 1, 1996 shall receive the annual stipend for a Master's Degree in accordance with #4 below. The individual will not receive additional money for graduate hours completed.
4. An additional grant of \$600 will be awarded for the possession of a Master's degree.

5. Verification of graduate study and/or Master's Degree must be in the school district business office prior to March 1, in order to receive salary adjustment.

F. Additional Professional Stipends

Teachers who undertake professional courses other than college graduate courses during the summer, curriculum work, adult education, home tutoring, and summer school shall, upon Board approval, be reimbursed financially by the District at the following rate per contract excluding lunch. All stipends are outside of the normal contract hours.

2005-2008

\$16.00

- G. Teachers shall be eligible for either letter D or letter E above, but not both for the same courses or workshop.

**ARTICLE XX**

**SCHOOL CALENDAR**

- A. There shall be opportunity to make expression to the administration and to the Genesee Valley Teachers' Association opinion on the school calendar before final arrangements are made.
- B. Teachers shall perform their duties on all days specified in the "school calendar", a copy of which shall be given annually to each teacher. Unless otherwise specified, teachers are employees of the Board of Education from September 1 through June 30.

**ARTICLE XXI**

**MISCELLANEOUS PROVISIONS**

A. Complete Agreement

This agreement shall constitute the commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement. Any items having to do with the terms and conditions of employment which are not herein discussed will not be decided upon without the full and mutual consent of both parties.

B. Rules and Regulations

This agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

### C. Individual Agreements

The Board shall be free to make whatever initial agreements with individual incoming teachers that they feel are necessary, including salary and step placement of the individual consistent with the terms of this agreement. Any initial agreement which extends beyond the first year of teaching must have the approval of the Association at the time the agreement is made, and in no event shall any individual arrangement be inconsistent with the provisions of this agreement.

### D. Association-Administration Liaison

The Association President or Designee shall be the representative to meet with the Administration on Association-School business. One supervisory period per day of release time will be granted each week to conduct appropriate business including meeting with the Administration. This time shall be provided in periods of not less than forty-three(43) consecutive minutes. The K.C.T.A. President will notify the District prior to June 30 if someone other than the President will serve as the Association-Administrative Liaison.

### E. Savings Clause

If any provision of this agreement or any application of the agreement to any teacher or groups of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### F. Copies of Agreement

Copies of this agreement will be copied at the expense of the Board and given to all teachers now employed or hereafter employed by the Board within two (2) weeks after its execution or employment if that occurs later. Each teacher will be given a new copy of this agreement upon employment in the Keshequa Central School. Each time a new contract is ratified, copies will be issued to each teacher. Copies will also be available through request at the central office.

### G. Legislative Action

In accordance with one of the amendments to Article 14 of the Civil Service Law (Taylor Law) enacted by the 1969 Legislative is an added Section 204-a-1 which reads "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN FINAL APPROVAL."

### H. Full information for Employees

Every effort will be made to keep all employees fully informed of school policies and programs to enable them to work most effectively.



- I. A Pre-Tax registered plan shall be designed by the chief negotiator and the Business Administrator. The Board of Education will pay for the administrative expenses of the plan. The plan will be evaluated and validated annually.
- J. Optical Plan IIC will be sponsored by Keshequa Central School and paid by individual Participants. The plan will be reviewed and validated annually.

APPENDIX A**EXTRACURRICULAR SALARY SCHEDULE**

- A1. Teachers supervising any paid extracurricular activity (including coaching) during any school year will be assigned on a yearly basis. If the teachers are rehired, they will be given credit for their year of experience, where applicable. Teachers must reapply each year for any paid extracurricular activity (including coaching) to their immediate supervisor(s) of each school year. If two or more people apply for a position, a recommendation from the immediate supervisor (s) will be made to the Superintendent for his/her recommendation to the Board of Education for appointment to said position.
  - A2. Administration will make final determination on the need for these extracurricular activities.
  - A3. If sufficient interest in a club or activity exists by the teacher and students, the District will agree to negotiate its entry into the schedule.
  - A4. In the appointment of coaches, if there is an open coaching position, a unit member (teacher) has priority.
  - A5. If a non-unit coach has performed adequately in a specific coaching position for three or more years, on or before June 30, 1996, he/she may also be considered for that specific coaching position. However, he/she does not have priority over a unit member. The appointment is made solely on the applicant's qualifications.
-

EXTRACURRICULAR CLUBS, ADVISORS, ACTIVITIES

INDEX = 2005-2006: \$3500; 2006-2007: \$3550 2007-2008: \$3600

STIPEND = INDEX x FACTOR

ADVISORS	NUMBER OF POSITIONS	FACTOR
<b>YEARBOOK</b>		
High School/ Middle School Yearbook	1	.10
High School/ Middle School Yearbook Pictures	1	.06
Elementary Yearbook	1	.10
Elementary Yearbook Pictures	1	.06
<b>PLAY</b>		
School Play	1	.37
School Play Assistant	1	.28
<b>SENIOR CLASS</b>		
Senior Class Advisor	2	.17
<b>JUNIOR CLASS</b>		
Junior Class Advisor	2	.16
<b>SOPHOMORE CLASS</b>		
Sophomore Class Advisor	2	.14
<b>FRESHMAN CLASS</b>		
Freshman Class Advisor	2	.12
<b>BAND</b>		
High School Marching Band	1	.44
Assistant Marching Band	1	.25
Middle School Marching Band	1	.20
Elementary School Marching Band	1	.20
<b>MASTERMINDS</b>		
Masterminds	1	.19
Masterminds Assistant	1	.10
<b>ODYSSEY OF THE MIND</b>		
High School Odyssey of the Mind Advisor	1	.09
Middle School Odyssey of the Mind Advisor	1	.09
<b>MATH CLUB</b>		
Math Club Advisor	1	.1
High School Math Competition	1	.09
Middle School Math Competition	1	.09
<b>GOVERNMENT</b>		
High School	1	.13
Middle School	1	.12
Elementary School	1	.10
<b>VOICE</b>		
Valley Vocalizers	1	.14
Early Risers	1	.13
<b>SKI CLUB</b>		
Ski Club Advisor	1	.18
Ski Club Assistant	1	.09

EXTRACURRICULAR CLUBS, ADVISORS, ACTIVITIES, cont.

ADVISORS	NUMBER OF POSITIONS	FACTOR
HONOR CLUB		
National Honor Society	1	.13
Junior Honor Society	1	.06
PAGE TURNERS		
Middle School Page Turners	1	.09
Elementary School Page Turners	1	.09
CHESS CLUB		
High School Chess Club	1	.09
Middle School Chess Club	1	.09
Elementary School Chess Club	1	.09
MOCK TRIAL		
5 <sup>th</sup> Grade Mock Trial Team	1	.09
ENGLISH		
Interscholastic English Competition	1	.09
CHAPERONES		
(per hour)	05-08	\$12.50
EXPERIENCE FACTOR	YEARS	CLUB & ADVISORS
	5	\$175
	10	\$275
	15	\$475
	20	\$675
	25	\$875

## EXTRACURRICULAR SPORTS

INDEX = 2005-2006: \$3500; 2006-2007: \$3550 2007-2008: \$3600

STIPEND = INDEX x FACTOR

COACHING POSITIONS	NUMBER OF POSITIONS	FACTOR
Athletic Director	1	1.2
BASKETBALL (BOYS & GIRLS)		
Varsity	2	1.05
Junior Varsity	2	.80
Junior High (8 <sup>th</sup> Grade)	2	.40
Junior High (7 <sup>th</sup> Grade)	2	.35
Shot Clock (per game)	2005-08	\$17.50
CHAPERONE		
Basketball	\$19.00 per game	
Soccer	\$21.00 per game	
Volleyball	\$18.00 per game	
Wrestling	\$18.00 per game	
BASEBALL (BOYS)		
Varsity	1	.80
Junior Varsity	1	.60
Junior High (7 <sup>th</sup> & 8 <sup>th</sup> Grade)	1	.37
CHEERLEADING		
Varsity	1	1.00
Junior Varsity	1	.80
Junior High (7 <sup>th</sup> & 8 <sup>th</sup> )	1	.50
CROSS COUNTRY		
Varsity	1	.35
GOLF		
Varsity	1	.80
Junior Varsity	1	.60
SKI TEAM		
Varsity	1	.35
SOCCER (BOYS & GIRLS)		
Varsity	2	.80
Junior Varsity	2	.60
Junior High	2	.37
SOFTBALL		
Varsity	1	.80
Junior Varsity	1	.60
Junior High	1	.37
TRACK (GIRLS)		
Varsity	1	.80
Assistant	1	.60
TRACK (BOYS)		
Varsity	1	.80
Junior High	1	.37

VOLLEYBALL				
Varsity		1		.80
Junior Varsity		1		.60
Junior High		1		.37
WRESTLING				
Varsity		1		1.00
Assistant		1		.60
Junior High		1		.40
FACULTY MANAGER		1		1.15
EXPERIENCE FACTOR	YEARS	VARs/ASST.	JV	JUNIOR HIGH
	5	175	175	125
	10	375	275	175
	15	575	475	275
	20	825	675	375
	25	1075	875	475

**APPENDIX B**

**BUSY BEE PROGRAM COORDINATOR**

- A. There will be one position for a Busy Bee Program Coordinator.
- B. The Busy Bee Program Coordinator will be remunerated based on the index in Appendix A used for Extracurricular Clubs, Advisors, and Activities. The Factor used to determine the rate of pay will be 1.75
- C. The position will be reviewed annually by the Board of Education to determine its viability.
- D. The Coordinator will be responsible for coordinating and managing all aspects of the Busy Bee Program.
- E. The Coordinator will deliver a monthly report to the Board on the status and progress of the program.

**APPENDIX C****DEPARTMENT CHAIRPERSON**

- A. Department Chairpersons shall be remunerated at 1% of the base salary on the Bachelor schedule for each full-time teacher with-in the department. A part-time teacher shall be considered in this computation as determined by the amount of time worked in proportion to a full-time teacher.
- B.
  - 1. Mutually agreed upon goals and objectives may be established each year by the Administration and the Department Chairperson as approved by the Board.
  - 2. The Chairperson shall keep a log of all department meetings, goals, objectives, and other time spent throughout the year regarding department business.
  - 3. The Department Chairperson may elect to spend extra hours during the school year and after 3:30 p.m. to work on department business. Mutually agreed upon meetings involving Department Chairpersons and Administration may be extended beyond 3:30 p.m. to further implement this process.
  - 4. Department Chairpersons will become responsible for curriculum coordination with the Director of Curriculum and Instruction K-12. The payment will be based on the completion of the goals and objectives as described above.



APPENDIX D**SICK BANK APPLICATION FORM**

NAME \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

HOME PHONE \_\_\_\_\_

SCHOOL BUILDING EMPLOYED AT \_\_\_\_\_

DATE OF ILLNESS OR ONSET OF INJURY \_\_\_\_\_

NATURE OF THE ILLNESS OR INJURY \_\_\_\_\_

NUMBER OF DAYS YOU ARE REQUESTING FROM THE SICK BANK \_\_\_\_\_

NUMBER OF SICK RESERVE DAYS THAT YOU WILL BE USING TOWARDS THIS ABSENCE \_\_\_\_\_

I HAVE APPLIED TO THE SICK BANK IN THE PAST. YES \_\_\_\_\_ NO \_\_\_\_\_

IF "YES", NUMBER OF DAYS I HAVE USED FROM THE BANK TO DATE: \_\_\_\_\_

ANTICIPATED DATE OF RETURN TO WORK \_\_\_\_\_

\_\_\_\_\_  
Member Signature

Please attach this form to the front of a copy of a medical report from the Emergency Room Doctor or your personal physician which CLEARLY states the nature of the injury or illness including the anticipated amount of time that is needed for recovery.

Submit the completed packet to the Sick Bank Chairperson. Disposition will be completed and you will be notified according to our Contract.

## EXAMPLES FOR WITHDRAWAL OF DAYS FROM THE SICK LEAVE BANK

- A. The unit member has 32 sick days in their sick leave emergency reserve. Based on 66 days of absence from work, and the guidelines for withdrawal, the member will have 4 days of unpaid leave.

Days 1-32 – Members own sick time  
Waiting period is 20 days for members who use less than 40 of their own days  
-Reduction in Waiting Period ( $32/2 = 16$ )  
- $20 - 16 = 4$  Days  
-Must wait 4 Days for Sick Bank Time  
Days 33 - 36 – Unpaid/Waiting Period  
Days 37 – 66 – Paid/ Sick Bank Time

TOTAL: 66 Days Missed Work  
62 Days Paid: 32 Days from Own Reserve  
30 Days from Sick Bank  
4 Days Unpaid Leave

- B. The unit member has 12 sick days in their sick leave emergency reserve. Based on 56 days of absence from work, and the guidelines for withdrawal, the member will have 14 days of unpaid leave.

Days 1 – 12 – Members own sick time  
Waiting period is 20 days for members who use less than 40 of their own days  
-Reduction in waiting period: ( $12/2 = 6$ )  
- $20 - 6 = 14$  Days  
-Must wait 14 days for Sick Bank Time  
Days 13 – 26 – Unpaid/ Waiting Period  
Days 27 – 56 – Paid/ Sick Bank Time

TOTAL: 56 Days Missed Work  
42 Days Paid: 12 Days from Own Reserve  
30 Days from Sick Bank  
14 Days Unpaid Leave

- C. The Unit Member has 40+ sick days in their own sick leave emergency reserve. Based on 70 days of absence from work, and the guidelines for withdrawal, the member will have 0 days of unpaid leave.

Days 1 – 40 – Members own sick time  
No Waiting Period – Member used 40 of their own sick days  
Days 41 – 70 – Paid/ Sick Bank Time

TOTAL: 70 Days of Missed Work  
70 Days Paid: 40 Days from Own Reserve  
30 Days from Sick Bank  
0 Days Unpaid Leave

APPENDIX E

## SALARY SCHEDULES

## 2005-06

STEP	BASE
1	\$34,600
2	\$35,850
3	\$36,800
4	\$37,900
5	\$39,100
6	\$40,300
7	\$41,550
8	\$42,750
9	\$44,050
10	\$45,350
11	\$46,700
12	\$48,050
13	\$49,400
14	\$51,050
15	\$52,475
16	\$54,050
17	\$55,250
18	\$56,550
19	\$57,750
20	\$59,050
21	\$60,400
22	\$61,700
23	\$63,080
24	\$64,400
25	\$65,675
26	\$67,000
27	\$68,200

## 2006-07

STEP	BASE
1	\$36,000
2	\$36,800
3	\$38,050
4	\$39,000
5	\$40,100
6	\$41,300
7	\$42,550
8	\$43,850
9	\$45,050
10	\$46,350
11	\$47,650
12	\$49,000
13	\$50,350
14	\$51,700
15	\$53,800
16	\$55,200
17	\$56,400
18	\$57,700
19	\$58,950
20	\$60,400
21	\$61,750
22	\$63,100
23	\$64,400
24	\$65,800
25	\$67,000
26	\$68,200
27	\$69,500

## 2007-08

STEP	BASE
1	\$37,200
2	\$38,400
3	\$39,200
4	\$40,450
5	\$41,400
6	\$42,500
7	\$43,600
8	\$44,950
9	\$46,250
10	\$47,450
11	\$48,750
12	\$50,150
13	\$51,500
14	\$52,850
15	\$54,220
16	\$56,350
17	\$57,800
18	\$59,000
19	\$60,300
20	\$61,550
21	\$63,000
22	\$64,350
23	\$65,700
24	\$67,000
25	\$68,400
26	\$69,600
27	\$70,800

DURATION OF THE AGREEMENT

The duration of the contract will be until June 30, 2008, for all matters contained in the teacher agreement. In the event either party wishes to amend this agreement, notice may be given by February 15 of each year during the life of the agreement. Negotiations concerning proposed amendments shall proceed in accordance with the provisions of Article II of this agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1 or at such other times as may be mutually agreeable to the parties.

\_\_\_\_\_  
K.C.T.A. President, Dated: \_\_\_\_\_

\_\_\_\_\_  
Superintendent of Schools, Dated: \_\_\_\_\_

\_\_\_\_\_  
Board President, Dated: \_\_\_\_\_